



JAMES A. NOYES, Director

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

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IN REPLY PLEASE
REFER TO FILE: **AS-0**

November 7, 2002

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

AS-NEEDED LEAK DETECTION ALL SUPERVISORIAL DISTRICTS 3 VOTES

IT IS RECOMMENDED THAT YOUR BOARD:

1. Find that this contract work is categorically exempt from the provisions of the California Environmental Quality Act (CEQA).
2. Award the "As-needed Leak Detection Program" contract to Carolina Pump and Supply Corporation, d.b.a., Utility Services Associates, located in Seattle, Washington. The contract will have a one-year term commencing upon Board approval and may be extended for four 1-year options, not to exceed a total contract period of five years.
3. Instruct the Chairman to sign the contract.
4. Authorize the contractor to proceed with the work in accordance with the contract's specifications, terms, conditions, and requirements.
5. Authorize Public Works to encumber up to \$60,000 annually for the first one-year term and each option year. This amount is based on the estimated annual need for this service at the rates quoted by the contractor. Funds are available in Public Works' 2002-03 budget.

6. Delegate authority to the Director of Public Works to renew the contract for the four 1-year renewal options, if, in the opinion of the Director, renewal is warranted.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

This contract is designed to conduct as-needed surveys of specified portions of the Los Angeles County Waterworks Districts' water distribution system by making physical contact with specified main lines, valves, hydrants, and service line connections. The contractor will conduct surveys and pinpoint water leaks using the latest procedures, methods, and leak detection technology. Public Works does not have the expertise or the technology necessary to conduct a precise and detailed survey of the District's water distribution system.

Implementation of Strategic Plan Goals

The recommended action is consistent with the County's Strategic Plan Goal of Organizational Effectiveness. This contract will improve the water distribution system operations through the utilization of the contractor's expertise to effectively provide this as-needed service in a timely and cost-effective manner, as well as improve the quality of life in the County.

FISCAL IMPACT/FINANCING

This contract is for the annual not-to-exceed amount of \$60,000 for the Leak Detection Program. This amount is based on the estimated annual need for this service at the rates quoted by the contractor. With the Board's delegated authority, the Director may renew this contract from year to year for a total contract period of five years. The contract may be canceled or terminated at any time by the County without cause upon the giving of at least 30 days' written notice to the contractor.

Funds are available in Public Works' 2002-03 budget to cover the cost of this contract. There will be no impact on net County cost.

The contract allows a cost-of-living adjustment for the optional periods in accordance with County policy.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The contractor has properly executed the contract and County Counsel has approved it as to form.

Public Works has confirmed that the Child Support Services Department has received the contractor's Principal Owner Information form in compliance with Los Angeles County Code Chapter 2.200 (Child Support Compliance Program).

Public Works has evaluated and determined that the Living Wage Program (County Code Chapter 2.201) does not apply to the recommended contract, which is for services required on a part-time and intermittent basis.

This contract contains Board-ordered contract terms and conditions including the County Contractor Employee Jury Service Program, notification of current and new employees regarding the Federal-earned income tax credit, contractor responsibility and debarment, and no payment for services after contract expiration.

ENVIRONMENTAL DOCUMENTATION

With respect to requirements of the CEQA, this service is categorically exempt as specified in Class 1 of the Environmental Document Reporting Procedures and Guidelines adopted by your Board on November 17, 1987, Synopsis 57.

CONTRACTING PROCESS

On March 4, 2002, Public Works solicited proposals from 59 independent contractors and general community business organizations to accomplish this work. A notice of proposal availability was placed on the County's bid website (Enclosure A) and an advertisement was placed in the Los Angeles Times.

On March 25, 2002, one proposal was received for this service. The proposal was first reviewed to ensure that it met the mandatory requirements outlined in the Request for Proposals. The proposal met these mandatory requirements and was then evaluated by an evaluation committee consisting of Public Works staff. The committee's evaluation was based on criteria outlined in the solicitation document which included proposers' technical competence, approach to work, record of past performance, and pricing. Based on this evaluation, Public Works is recommending that this contract be awarded to Carolina Pump and Supply Corporation, d.b.a., Utility Services Associates, located in Seattle, Washington, who was found to be a responsive proposer and able to provide this service at a reasonable price.

Enclosure B reflects the contractor's minority participation. This contractor was selected upon final analysis and consideration, without regard to race, creed, gender, or color.

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The required Comprehensive General and Automobile Liability insurance certifications, naming the County as additional insured, and evidence of Workers' Compensation insurance will be obtained from the contractor before any work commences.

As requested by your Board, the contractor submitted safety records that reflect that activities conducted by the firm in the past have met reasonable standards of safety.

In accordance with the Chief Administrative Officer's June 15, 2001, instructions, Public Works assures your Board that no contractor will be required to perform services that exceed the contract's approved amount, scope of work, and/or dates.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The award of this contract will not result in the displacement of any County employees.

CONCLUSION

Please have the original and one copy of this contract signed by the Chairman. Return one signed copy for the contractor to this office, together with a conformed copy for Public Works' file. The fully executed original should be retained for your files.

One approved copy of this letter is requested.

Respectfully submitted,

JAMES A. NOYES
Director of Public Works

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cc: Chief Administrative Office
County Counsel

A G R E E M E N T

THIS AGREEMENT, made and entered into this ____ day of _____, 2002, BY AND BETWEEN the COUNTY OF LOS ANGELES, a subdivision of the State of California, a body corporate and politic, hereinafter referred to as "COUNTY," and Carolina Pump and Supply, Corp., dba Utility Services Associates, hereinafter referred to as "CONTRACTOR."

WITNESSETH:

FIRST: That the Contractor, for the consideration hereinafter set forth and the acceptance by the Board of Supervisors of said County of the Contractor's Proposal filed with the County on the 25th day of April, 2002, hereby agrees to provide leak detection services at various locations within the County as described in the attached Specifications for the "As-Needed Leak Detection Program."

SECOND: The Contract Specifications, the Contractor's Proposal, and the Standard Terms and Conditions of Los Angeles County Services Contracts, all attached hereto; Addenda to the Request for Proposals; and the insurance certifications are incorporated herein, and are agreed by the County and the Contractor to constitute an integral part of the Contract documents.

THIRD: The County agrees, in consideration of satisfactory performance of the foregoing services in strict accordance with the Contract's Specifications to the satisfaction of the Director of Public Works, to pay the Contractor pursuant to Part I, Section 6, Schedule of Prices, as set forth in the Contractor's Proposal, an annual amount not to exceed \$60,000 or such greater amount as the Board may approve.

FOURTH: In the event that terms and conditions that may be listed in the Contractor's proposal conflict with the County's Specifications, Requirements, Terms, and Conditions, herein, the County's Specifications, Requirements, Terms, and Conditions shall control and be binding.

FIFTH: The Contractor agrees in strict accordance with the Contract Specifications and Conditions to meet the County's requirements.

SIXTH: This Contract constitutes the entire agreement between the County and the Contractor with respect to the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings.

SEVENTH: This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code. Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a

"Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

EIGHTH: For purposes of the Jury Service Program, "Contractor" means a person, partnership, corporation, or other entity which has a contract with the County or a subcontract with a County contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of Contractor. "Full time" means 40 hours or more worked per week, or a lesser number of hours if the lesser number is a recognized industry standard and is approved as such by the County.

NINTH: If Contractor uses any subcontractor to perform services for the County under this Contract, the subcontractor shall also be subject to the provisions of the Jury Service Program. The provisions of these Jury Service Program provisions shall be inserted into any such subcontract agreement.

TENTH: If Contractor is not required to comply with the Jury Service Program when this Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during this Contract and at its sole discretion, that Contractor demonstrate to the County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program.

ELEVENTH: Contractor's violation of the Jury Service Program provisions of this Contract may constitute a material breach of this Contract. In the event of such material breach, County may, in its sole discretion, terminate this Contract and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

IN WITNESS WHEREOF, the County has, by order of its Board of Supervisors, caused these presents to be subscribed by the Chairman of said Board and the seal of said Board to be affixed and attested by the Clerk thereof, and the Contractor has subscribed its name by and through its duly authorized officers, as of the day, month, and year first written above.

COUNTY OF LOS ANGELES

By _____,
Chairman, Board of Supervisors

ATTEST:

VIOLET VARONA-LUKENS
Executive Officer of the
Board of Supervisors of
the County of Los Angeles

By _____
Deputy

APPROVED AS TO FORM:

LLOYD W. PELLMAN
County Counsel

By _____,
Deputy

Carolina Pump & Supply Corp., dba Utility
Services Associates

By _____,
its President

By _____,
its Secretary